

**EXHIBIT 21**  
**[REDACTED]**

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### Fair Isaac Software License and Services Agreement

This Software License and Services Agreement ("SLSA") is entered into as of December 31, 2008 (the "Effective Date"), between Fair Isaac Corporation, a corporation organized under the laws of the state of Delaware ("Fair Isaac"), and CVS Pharmacy, Inc., a corporation organized under the laws of Rhode Island ("Client").

This Agreement governs the rights and obligations of Client and Fair Isaac with respect to the software products and services described below.

#### 1. Definitions. In this Agreement:

"Affiliate" means another person or entity that is Controlled by, Controls, or is under common Control with a party to this SLSA. "Control" means the legal, beneficial, or equitable ownership, directly or indirectly, whether through the ownership of voting shares, by contract or otherwise. Affiliates shall include such entities whether now existing or later established by investment, merger or otherwise, including the successors and assigns of such entities. A person or entity is an Affiliate only during the period that Control exists.

"Agreement" has the same meaning as SLSA, which also includes all exhibits and other attachments, as it and they may be amended.

"Confidential Information" means financial and/or business information of the Discloser, regardless of the form or manner in which the information is disclosed or learned, including, but not limited to, marketing and product plans, ideas, concepts, business plans, financial condition, employees and employee information, inventions, algorithms, decision technology and/or models, processes, designs, specifications, drawings, samples, improvements, developments, applications, engineering, manufacturing and marketing data and plans, software code (object and source), documentation, and functionality, security procedures and approaches, know-how, customer names and information, experimental work, distribution arrangements and trade secrets, and/or ideas.

"Cooperation" means Client's general cooperation and providing access to information that is reasonably required to allow Fair Isaac to perform its obligations under this Agreement, including without limitation: (i) providing data and materials in the format and according to the specifications required by Fair Isaac; (ii) for onsite services, providing Fair Isaac with necessary access to office accommodations, facilities, equipment, security access information, and software interfaces to Client's other business applications; (iii) providing personnel assistance as is reasonably requested by Fair Isaac any time; (iv) complying with all terms, conditions, and requirements set forth in this Agreement; and (v) cooperating with Fair Isaac to make decisions and communicate information in a timely manner.

"Discloser" means a party that discloses or provides Confidential Information pursuant to this Agreement.

"Intellectual Property" or "Intellectual Property Rights" means all or any of the following in any country worldwide, whether or not filed or registered: (i) patents, (ii) copyrights, (including moral rights and author's rights); (iii) database rights; (iv) know-how or trade secrets, whether or not developed or reduced to practice; (v) industrial designs (including utility models); (vi) trademarks, service marks, logos, Internet addresses (URLs), and the goodwill associated with them; (vii) semi-conductor topography rights; (viii) rights of publicity; and (ix) any other proprietary rights relating to intangible property anywhere in the world.

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"Named Application" means a defined business process and/or application, only with which Client may use the Fair Isaac Product to deploy and execute business rules, as further defined in Exhibit B of this Agreement.

"Recipient" means a party that receives Confidential Information of Discloser pursuant to this Agreement.

"Services" means the support and maintenance Services and Other Services as further described below.

"Taxes" mean all present and future sales and use, excise and transactional based taxes imposed on the purchaser (and any related penalties and interest not attributable to the fault or delay of Fair Isaac), however designated, that are now or hereafter imposed by or under any governmental authority or agency that are associated with the purchase of the software license and services by Client from Fair Isaac under this Agreement, excepting only: (a) any taxes imposed on Fair Isaac's corporate franchise, net income, business license or privilege, by or under any governmental authority or agency; (b) withholding, employment, and payroll taxes relating to Fair Isaac's employees or independent contractors; (c) personal property taxes on Fair Isaac's property; and (d) any taxes that are subject to any applicable exclusion, exemption or exception.

"Term" means the term of the licenses granted in this Agreement, as set forth in Exhibit B.

"Territory" means the Territory listed in Exhibit B.

## 2. License Grants and Restrictions

2.1. License to Fair Isaac Product(s) and Deliverables. Fair Isaac hereby grants to Client a perpetual, non-exclusive, non-transferable, non-assignable, non-sublicenseable, license to use the Fair Isaac software product(s) listed on Exhibit B (each a "Fair Isaac Product") and any deliverables described in Exhibit D (the "Deliverables"), but only in the Territory, during the Term, for Client's internal business purposes, and subject to the additional terms and limitations in this Agreement. Client shall use any Deliverables only in conjunction with its permitted use of the Fair Isaac Products.

2.2. License to Documentation. Fair Isaac hereby grants to Client a perpetual, non-exclusive, non-transferable, non-sublicenseable, limited license to use the standard user documentation that is listed in Exhibit B and provided with the Fair Isaac Product(s) ("Documentation"), but only in the Territory, during the Term, for Client's internal business purposes, and only in accordance with Client's permitted use of the Fair Isaac Product(s). Client shall not modify the Documentation, combine the Documentation with other works, or create derivative works from the Documentation without Fair Isaac's written permission. If Fair Isaac does give its permission, any such modifications, combinations, or derivatives that include or are based on the Documentation will become Fair Isaac's Intellectual Property and may be used only in support of Client's permitted use of the applicable Fair Isaac Product(s).

2.3. Permission for Testing and Disaster Recovery. Client may reproduce the object code of the Fair Isaac Product(s) and the Documentation for the purpose of exercising the license rights granted under this Agreement in non-production test, quality assurance and disaster recovery environments.

2.4. Notice Reproduction. To the extent Client is given rights to reproduce any Fair Isaac materials, Client must reproduce on each copy of the Fair Isaac Product(s), Deliverables, and Documentation any copyright, patent, or trademark notice, and any other proprietary legends that were contained in the originals.



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2.5. General License Restrictions. All licenses granted to Client are subject to the terms of this Agreement. With respect to the Fair Isaac Product(s) and Documentation, Client and its employees, representatives, and/or agents shall not: (i) use them for any purpose other than the internal business operations of Client or in any other manner that exceeds the scope of any license granted under this Agreement or that otherwise constitutes a breach of this Agreement; (ii) in any way modify, adapt, translate, or make derivative works from them; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce any object code to human perceivable form or permit others to do so (provided, however, that Client may take reasonable steps to achieve interoperability between the Fair Isaac Product and other software licensed or owned by Client and to the end, Fair Isaac shall, upon Client's written request, provide information to Client that is reasonably necessary to achieve such interoperability between the Fair Isaac Product and other software); (iv) assign, sublicense, lease, transfer, or distribute them; (v) operate any Fair Isaac Product for timesharing, rental, outsourcing, or service bureau operations (or otherwise for the benefit of any party other than Client); or (vi) disclose or publish performance benchmark results for them without Fair Isaac's prior written consent.

2.6. Reservation of Rights. Fair Isaac reserves all rights not expressly granted to Client under this Agreement. Unless otherwise expressly provided, all Intellectual Property Rights in any products, custom code, other deliverables, or know how owned or developed in whole or in part by Fair Isaac or any affiliate of Fair Isaac are retained exclusively by Fair Isaac or that affiliate. Subject to Fair Isaac's obligations with respect to Client's Confidential Information, Fair Isaac and its affiliates are free to use any ideas, concepts, techniques, and know-how developed pursuant to this Agreement for themselves and for other clients.

2.7. Access by Affiliate and/or Third Parties. Client may permit its Affiliate and third-parties to use the Fair Isaac Product(s) subject to the following: (i) their use is solely for the benefit of Client, is within the scope of the licenses granted under this Agreement, and is only to the extent necessary for the Affiliate and/or third party to perform services for Client; (ii) Client must require the Affiliate and/or third party to comply with the terms of this Agreement; and (iii) Client is liable to Fair Isaac for all acts and omissions of any such Affiliate and/or third party in violation of the terms and conditions of this Agreement.

(a) Fair Isaac Cooperation with Third Party Suppliers. Fair Isaac shall reasonably cooperate with Customer and its third-party service providers (each, a "**Third Party Supplier**"), which cooperation shall mean: (i) providing access to Fair Isaac software (to the extent permitted under Section 2.7 of this Agreement); and (ii) providing such information in accordance with the operating parameters relating to the Services as reasonably agreed by Client and Fair Isaac. Any third-parties retained by Client shall comply with Fair Isaac' security and confidentiality requirements, and shall, to the extent performing work on Fair Isaac-owned, licensed or leased software or equipment, comply with Fair Isaac' work standards, methodologies and procedures. Fair Isaac shall promptly notify Client if an act or omission of such a third-party of which Fair Isaac becomes aware will cause a problem or delay in providing the Services.

Any such assistance or support under this subsection provided by Fair Isaac to the Third Party Supplier and Client shall be performed at no additional charge to Client.

(b) Cooperation on Issues and Service Problems. Fair Isaac shall reasonably cooperate with the Third Party Suppliers, and Client shall use commercially reasonable efforts to cause the Third Party Suppliers to cooperate with Fair Isaac, to assist Client in establishing the root cause of any failure (i) by Fair Isaac to perform its obligations under this Agreement and (ii) by any Third Party Supplier to perform in accordance with its warranty obligations relating to the SOW (each such failure, a "**Service Problem**"). To the extent the root cause of a Service Problem falls



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within the responsibility of Fair Isaac, Fair Isaac shall provide to the others, as requested, reasonable assistance and support regarding the resolution of the Service Problem. Subject to the provisions of this Section 2.7(b), in no event shall such assistance and support affect the overall allocation of responsibility between Fair Isaac and the Third Party Suppliers regarding Fair Isaac' performance of its obligations under this Agreement and any Third Party Supplier's obligations relating to the SOW.

(c) Disputes Related to Cooperation.

(i) If any dispute arises between Fair Isaac, on the one hand, and any of the Third Party Suppliers, on the other hand (any such combination of disputing parties, the "**Disputing Parties**"), regarding the allocation of responsibility for an issue or Service Problem (each such dispute, a "**Vendor Dispute**"), Fair Isaac shall attempt to resolve such Vendor Dispute without Client's intervention. If the Disputing Parties are not able to resolve such Vendor Dispute, Fair Isaac shall (A) advise Client in writing of the Vendor Dispute, (B) provide information to Client concerning the Fair Isaac Dispute and (C) provide Fair Isaac' recommendation for remedying the Vendor Dispute, if available. Client may (1) request additional information concerning the Vendor Dispute and (2) request the Disputing Parties to attend meetings to determine the appropriate resolution of the Vendor Dispute.

(ii) If the Disputing Parties do not agree on allocation of responsibility with respect to a Service Problem as set forth in Section 2.7.(b) above, Client may, in its reasonable discretion, request any one of the Disputing Parties to begin to perform any services necessary to cure such Service Problem. If Client reasonably determines that, as between the Disputing Parties, it desires Fair Isaac should perform such services, Client will submit a Change Request and Fair Isaac will promptly commence performance of such services following such notification and subject to a Change Order agreed to by the parties.

(d) Third Party Suppliers' Cooperation with Fair Isaac. Client's responsibility pursuant to this Section 2.7 with respect to any Third Party Supplier's cooperation shall be limited to using commercially reasonable efforts (including through appropriate contract provisions) to cause such Third Party Suppliers to cooperate as specified in this Section 2.7. Fair Isaac shall promptly advise Client of any failure by any Third Party Supplier to so cooperate with Fair Isaac.

### 3. Services

3.1. Support and Maintenance Services. Subject to the payment of the applicable Support and Maintenance Fees described in Exhibit B, Fair Isaac will provide Client with support and maintenance Services under its standard Software Support and Maintenance Policy. A copy of the current version of this policy is attached as Exhibit C.

3.2. Other Services. Fair Isaac may provide Client with professional services related to the Fair Isaac Product(s) ("**Other Services**"), which Other Services will be described in statements of work (each a "**Statement of Work**") that reference and incorporate this document and which describe the services to be performed, any Deliverables to be provided, and the fees to be paid by Client. Fair Isaac has agreed to perform the initial Other Services set forth in the Statement(s) of Work attached as Exhibit D. Additional Statements of Work will be binding on the parties only upon signing by authorized representatives of both parties.

3.3. Changes in Services. Either Client or Fair Isaac may submit a request for modification of any Other Services by email or in writing (a "**Change Request**"). The appropriate project managers will

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review the Change Request and either approve it for further investigation or reject it. Upon the conclusion of the investigation, Fair Isaac will prepare an estimate, and then deliver to Client a proposed agreement to change the Services (a "Change Order"). The proposed Change Order will describe the requested change, as well as the estimated additional cost and impact on schedule, if any. Client may accept the Change Order by signing and returning the Change Order to Fair Isaac.

3.4. Assumptions and Client's Responsibilities. The Statement(s) of Work will list any material assumptions and Client responsibilities mutually agreed to by the parties (collectively, the "Assumptions") upon which Fair Isaac has relied in agreeing to perform the Other Services. Any deviations from, or failure of Client to meet its obligations with respect to, the Assumptions may result in additional fees and expenses and/or changes to schedules or Deliverables. In addition, Client acknowledges that the Assumptions also include Client's Cooperation.

3.5. Special Requirements for Services. If Client has special requirements regarding access to Client's facilities or systems, including but not limited to restrictions on the use of Foreign Nationals to provide Services, it is Client's responsibility to notify the appropriate Fair Isaac project manager of those requirements in a timely manner prior to the start of any Services where Fair Isaac personnel could have or require access to those facilities or systems. For purposes of this section, "Foreign National" includes any person residing in the United States who is not a United States citizen or who has not been granted permanent residency status.

#### 4. Protection of Confidential Information

4.1. Purpose for Disclosure. Recipient may use Confidential Information of the Discloser only for the purposes of exercising Recipient's rights and fulfilling Recipient's obligations under this Agreement.

4.2. Exceptions. Recipient's obligation under this Agreement to treat information as Confidential Information does not apply to information that: (i) is already known to Recipient at the time of disclosure and was not obtained, directly or indirectly, from Discloser; (ii) is independently developed by Recipient without reference to or use of the Discloser's Confidential Information; (iii) is obtained by Recipient from another source without a breach of any obligation of confidentiality owed by that source to Discloser; or (iv) is or becomes part of the public domain through no wrongful act of Recipient or any party that obtained the information from Recipient. If Recipient is served with a subpoena or other legal process, court, or governmental request or order requiring disclosure, or is otherwise required by law or securities exchange requirement to disclose, any of Discloser's Confidential Information, Recipient shall, unless prohibited by law, promptly notify Discloser of that fact and cooperate fully (at Discloser's expense) with Discloser and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing the subpoena, legal process, request, order, or requirement to the extent deemed appropriate by Discloser. Recipient may comply with the subpoena or other legal process or requirement after complying with the foregoing sentence, but only to the extent necessary for compliance. A non-public disclosure made pursuant to the foregoing sentence will not, by itself, remove any Confidential Information from the protections of this Agreement.

4.3. Limitations on Disclosure and Use. Recipient shall use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure or use of Discloser's Confidential Information as it uses to protect its own confidential information of a similar type. Recipient shall disclose Confidential Information of Discloser only to its employees or independent contractors who have a need to know for the above stated purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Recipient must notify the Discloser in writing within a commercially reasonable period of time following disclosure of Confidential Information to an affiliate



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hereunder. Recipient shall not remove any confidentiality or proprietary notices from Discloser's Confidential Information. If Recipient provides Discloser with comments, suggestions or other input regarding Discloser's Confidential Information or Intellectual Property, Discloser will have an unrestricted, worldwide, royalty-free right to use those comments, suggestions, or other input for any purpose and in any manner, and to authorize others to do so.

4.4. Injunctive Relief. The parties acknowledge that the remedies at law available for the protection of Confidential Information or Intellectual Property may be inadequate, and, without limiting any rights available at law, each party is entitled to seek injunctive relief for any breach of this Agreement relating to the protection of its Confidential Information or Intellectual Property Rights.

## 5. Representations and Warranties

5.1. Conformity to Specifications – Fair Isaac Product(s). Fair Isaac warrants that each Fair Isaac Product will for a period of 180 days from the initial date of delivery (i) conform in all material respects to its Documentation, and (ii) accept input, perform processes, and provide output in a manner that is consistent with its Documentation and all applicable specifications contained therein. Fair Isaac shall, at its own expense and as its sole obligation and Client's exclusive remedy for any breach of this warranty that is reported to Fair Isaac by Client in writing (along with all information available to Client that is relevant to verifying, diagnosing, or correcting the error) within the warranty period, either (i) correct any reproducible error in the Fair Isaac Product reported to Fair Isaac or (ii) replace the Fair Isaac Product.

5.2. Warranty – Services. Fair Isaac warrants that it will perform the Services in a professional and workmanlike manner conforming to generally acceptable industry practices. To assert a warranty claim, Client must notify Fair Isaac within 30 days after the defective Services were performed. Upon receipt of such a notice, Fair Isaac shall use commercially reasonable efforts to remedy any failure to comply with this warranty.

5.3. WARRANTY DISCLAIMER. Fair Isaac does not warrant that any product, service, or deliverable provided by Fair Isaac will (i) meet Client's requirements, (ii) operate in combination with hardware, software, systems or data not expressly specified in writing by Fair Isaac, (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay. Fair Isaac is not responsible for problems caused by: (a) use of any product, service, or deliverable provided by Fair Isaac outside the scope of this Agreement or not in compliance with applicable documentation; (b) any modification not made by Fair Isaac; (c) any change in or modification to the operating characteristics of Client's system or any component of Client's system that is inconsistent with the requirements of the applicable documentation; or (d) use of any product or deliverable provided by Fair Isaac with hardware or software that is not represented in the applicable documentation as interoperable with that product or deliverable. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, FAIR ISAAC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF ANY PRODUCTS, SERVICES, AND DELIVERABLES PROVIDED BY FAIR ISAAC UNDER THIS AGREEMENT AND FOR ANY LIABILITY ARISING OUT OF DATA OR CONTENT SUPPLIED BY CLIENT.

## 6. Indemnification



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6.1. Intellectual Property Indemnification. Subject to the Conditions to Indemnification that follow, Fair Isaac shall indemnify, defend at its own expense and hold harmless Client, its Affiliates, and its and their directors, officers, and employees (each a "Client Indemnified Party") from and against any claims, causes of action and suits brought by others against Client, arising from any claim that Client's or its Affiliates' authorized use or possession in accordance with the terms of this Agreement of any or all Fair Isaac Products, Deliverables, or Documentation infringes, misappropriates or violates any Intellectual Property Rights, and Fair Isaac will pay only those costs and damages Client Indemnified Party (including reasonable legal fees and expenses) awarded against the Client Indemnified Party in any such action that are specifically attributable to that claim or those costs and damages (including reasonable legal fees and expenses) agreed to in a monetary settlement of the action; provided that if and only to the extent Fair Isaac delays in responding to or fails to defend a claim in accordance with its obligations as set forth in Section 6.1 above, Client shall have the right to, upon reasonable prior written notice to the Fair Isaac, defend or settle such action itself in good faith, and only in such case Client shall be entitled to recover from Fair Isaac those reasonable costs actually incurred by Client in defending itself against such claim (including reasonable attorney's fees) and any damages awarded against Client in any such action that are arising from such claim or those costs and damages (including reasonable attorney's fees) agreed to in a monetary settlement of such claim.

6.2. Conditions. To be entitled to indemnification under this SLISA, Client must: (i) notify Fair Isaac promptly in writing of the action; (ii) give Fair Isaac sole control of the defense of the action and any related settlement negotiations; (iii) cooperate, as Fair Isaac may reasonably request, at Fair Isaac's expense, in defense or settlement negotiations; and (iv) be and remain in compliance with the material terms of this Agreement.

6.3. Options. If any Fair Isaac Product becomes, or in Fair Isaac's opinion is likely to become, the subject of a claim subject to indemnification under this Agreement, Fair Isaac may, at its option and expense, either: (i) procure for Client the right to continue to exercise the Fair Isaac Product license; (ii) replace or modify the Fair Isaac Product so that it becomes non-infringing; or (iii) if neither option (i) or (ii) is available, terminate Client's license for the Fair Isaac Product concerned. Unless otherwise provided in this Agreement, if Fair Isaac exercises option (iii), Fair Isaac will refund to Client the unearned portion of any prepaid term license fees and support and maintenance fees, and will reimburse Client for a pro rated portion of any perpetual license fees paid for the Fair Isaac Product on a 60-month, straight-line basis.

6.4. Exclusions. Fair Isaac has no obligation with respect to any claim based upon: (i) any violation of the terms of Client's license; (ii) any combination or use of any Fair Isaac Product with other products, equipment, software, or data not supplied or approved in writing by Fair Isaac; (iii) any modification of a Fair Isaac Product made pursuant to Client specifications or any other modification made by any entity other than Fair Isaac and its Affiliates, or any third parties acting on behalf of Fair Isaac; or (iv) any claim that would have been avoided had Client upgraded to a new version or release of the Fair Isaac Product made available by Fair Isaac to Client.

6.5. General. Each party shall indemnify and hold harmless the other party, its Affiliates, and its and their directors, officers, and employees from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others and all claims, causes of action and suits by others, including without limitation employees, subcontractors or agents of the indemnified party and its Affiliates for: (i) personal injury (including death) or real and/or tangible property damage, arising out of the gross negligence or willful misconduct under this Agreement of employees, contractors or agents of the indemnifying party; or (ii) any breach a party's information security and confidentiality obligations set forth in Section 4..

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6.6. ENTIRE LIABILITY. THIS ARTICLE STATES FAIR ISAAC'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS.

## 7. Limitation of Liability

7.1. EXCLUSION OF CERTAIN TYPES OF DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, USE, INCOME, PROFIT, OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT, SERVICE OR DELIVERABLE PROVIDED BY FAIR ISAAC UNDER THIS AGREEMENT, EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF THOSE TYPES OF DAMAGES AND EVEN IF THOSE TYPES OF DAMAGES WERE REASONABLY FORESEEABLE. THE FOREGOING SHALL NOT APPLY TO THE EXTENT THAT LIABILITY ARISES FROM: (A) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY AND SECURITY OBLIGATIONS SET FORTH HEREIN; OR (B) CLIENT'S VIOLATION OF A FAIR ISAAC'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING UNAUTHORIZED USE).

7.2. LIMITATION OF LIABILITY. WITHOUT LIMITING THE FOREGOING, A PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT, AND STRICT LIABILITY) WILL BE LIMITED TO THE AMOUNT PAID BY CLIENT (EXCLUDING IMPLEMENTATION FEES AND REIMBURSED EXPENSES) FOR THE FAIR ISAAC PRODUCTS OR SERVICES TO WHICH THE CLAIM(S) RELATE(S) DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM THAT GAVE RISE TO THE LIABILITY. THE FOREGOING SHALL NOT APPLY TO THE EXTENT THAT LIABILITY ARISES FROM: (A) A PARTY'S INDEMNITY OBLIGATIONS SPECIFIED IN SECTION 6; (B) A BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY AND SECURITY OBLIGATIONS SET FORTH IN SECTION 4; OR (C) CLIENT'S VIOLATION OF A FAIR ISAAC'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING UNAUTHORIZED USE); OR (D) INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## 8. Payment Terms

8.1. Invoices and Payments. All fees and charges (other than expenses) are set forth in this Agreement. Except as otherwise provided, all fees, charges, and expenses must be paid within 45 days of the date of the invoice. All amounts are payable in US Dollars in accordance with the instructions provided in the invoice or other instructions provided by Fair Isaac. Without prejudice to its other rights and remedies, if Fair Isaac does not receive any payment within 45 days from the date it is due, Fair Isaac may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law, whichever is less. In addition, Fair Isaac may terminate this Agreement, including any licenses granted to Client in this Agreement, but not until Fair Isaac has given Client written notice, and the amount remains unpaid 30 days after Fair Isaac gives the notice. Client shall reimburse Fair Isaac for all reasonable costs related to any proceedings to collect any past-due amounts, including without limitation attorneys' fees and expenses. Except as otherwise expressly provided, no refunds are available.



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8.2. Expenses. Prices do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac in connection with this Agreement, which Client agrees to reimburse at Fair Isaac's actual cost. Expenses incurred by Fair Isaac will be approved be in accordance with Client's Expense Policy provided that Client provides a copy of such policy to Fair Isaac prior to commencement of Services under a Statement of Work, and such expenses will not exceed 15% of the total estimated fees set forth in the Statement of Work without Client's approval, which approval shall not be unreasonably withheld.

8.3. Taxes and other Charges. All fees imposed for software licenses or services under this Agreement are stated exclusive of any applicable Taxes, and Client will be solely responsible for, and shall pay or reimburse Fair Isaac for, all Taxes. Fair Isaac shall promptly bill Client for all applicable Taxes and remit to the appropriate tax authority all Taxes collected from Client on account of tax obligations, if any, and Fair Isaac shall indemnify Client against any and all losses, costs, and expenses (including reasonable attorneys' fees) which result from Fair Isaac's violations of its obligations under this section. If Fair Isaac receives a refund of Taxes attributable to amounts paid by Client under this Agreement by Client, Fair Isaac shall pay the refunded amount to Client within 30 days of its receipt. Client and Fair Isaac agree to cooperate with each other in connection with any audit, inquiry, trial, assessment, exemption or appeal regarding taxes in connection with the Agreement, including but not limited to providing copies of any Tax returns or filings or proof of payment to the other party and separately stating fees or charges to document any applicable exemptions or exclusions.

8.4. Verification and Audit Rights. Client shall maintain adequate records of Client's use of the Fair Isaac Product(s). On Fair Isaac's written request, Client shall promptly provide to Fair Isaac a written certification executed by an authorized officer of Client that provides the following information: (i) verification that the Fair Isaac Products are being used in accordance with the provisions of this Agreement, including, without limitation, Section 5.9 of Exhibit B; (ii) list of the locations at which the Fair Isaac Products are or have been operated during the preceding 12-month period; and (iii) the number of Seats and/or applications accessing or using the Fair Isaac Products (as applicable). In addition, upon not less than 10 days' prior written notice to Client, Fair Isaac may, at its expense, audit Client's use of the Fair Isaac Products. Audits must be conducted at Client's facilities during regular business hours and must be conducted so as to interfere as little as reasonably possible with Client's business activities. Fair Isaac may conduct audits no more than twice in any calendar year. If, as a result of Client's certification or an audit, Fair Isaac learns that Client is or has been using more licenses than the number of licenses Client has purchased, or if Fair Isaac learns that Client has otherwise materially breached this Agreement, then Client shall, in addition to paying any license fees or other amounts that should have been paid by Client, reimburse Fair Isaac for the cost of the audit. Except as required by law, Fair Isaac shall treat Client's procedures and processes disclosed during the audit as Client's Confidential Information.

## 9. Term and Termination

9.1. Term. The term of any license granted under this Agreement is set forth in Exhibit B.

9.2. Termination of this Agreement. A party may terminate this Agreement by providing written notice to the other party upon the occurrence of any of the following events:

(a) Uncured Breach. The other party has committed a material breach of this Agreement and has failed to remedy the breach within 30 days after receipt of written notice from the non-breaching party identifying the breach and requiring it to be remedied.

(b) Insolvency. The other party: (i) ceases to conduct business in the ordinary course; (ii) is declared insolvent or bankrupt; (iii) makes an assignment of substantially all of its assets for the



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benefit of creditors; or (iv) has a receiver appointed over all or substantially all of its assets, or any proceeding is demanded by, for, or against the other party under any provision of bankruptcy or insolvency legislation.

(c) Violations. The other party has committed a material breach of the provisions of this Agreement relating to the protection of Confidential Information or Intellectual Property. In addition, Fair Isaac may immediately suspend its performance under or terminate this Agreement if Client (i) violates the terms of any applicable license or license restriction or (ii) violates any applicable import, export, or re-export laws or regulations.

### 9.3. Effect of Termination or Expiration.

(a) Upon termination or expiration of this Agreement by Fair Isaac pursuant to Section 9.2 (a), 9.2(b)(i), or 9.2(c): (i) all licenses granted to Client under this Agreement will terminate immediately, as will all Fair Isaac support and maintenance obligations; (ii) Client shall immediately cease using the Fair Isaac Product(s) and related documentation (including all Intellectual Property arising from or related to the foregoing); (iii) Client shall remove all copies of the Fair Isaac Product(s) and related documentation from Client's computers and systems; (iv) Client shall either (a) destroy all copies of the Fair Isaac Product(s), related documentation, and other Fair Isaac Confidential Information and Intellectual Property in Client's possession; or (b) at Fair Isaac's option, return to Fair Isaac all copies of the Fair Isaac Product(s), related documentation, and other Fair Isaac Confidential Information and Intellectual Property in Client's possession; (v) Client shall provide to Fair Isaac a written certification signed by an authorized officer of Client certifying that Client has complied in full with the foregoing; and (vi) all fees and other charges provided for in this Agreement will become immediately due and payable.

(b) Upon termination or expiration of this Agreement for any reason other than as set forth in Section 9.3(a): (i) all Fair Isaac support and maintenance obligations will terminate immediately (ii) Client shall either (a) destroy all copies of Fair Isaac's Confidential Information in Client's possession, not including the Fair Isaac Products or Deliverables; or (b) at Fair Isaac's option, return to Fair Isaac all copies of Fair Isaac's Confidential Information, not including the Fair Isaac Products or Deliverables in Client's possession; (v) Client shall provide to Fair Isaac a written certification signed by an authorized officer of Client certifying that Client has complied in full with the foregoing; and (vi) all fees and other charges provided for in this Agreement will become immediately due and payable.

9.4. Survival. The following provisions of this Agreement will survive expiration or termination of this Agreement: Article 1 (Definitions), Section 2.6 (Reservation of Rights), Article 4 (Protection of Confidential Information), Section 5.3 (Warranty Disclaimer), Article 6 (Indemnification), Article 7 (Limitation of Liability), Article 8 (Payment Terms), Section 9.3 (Effect of Termination), Section 9.4 (Survival), and Article 10 (Miscellaneous), except Section 10.2 (Press Releases; Publicity).

## 10. Miscellaneous

10.1. Relationship of the Parties. The relationship between the parties is that of independent contractors. This Agreement is not to be construed as creating any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.

10.2. Press Releases; Publicity. Fair Isaac may issue a press release stating factual information regarding the relationship between Fair Isaac and Client, only after a successful project is achieved and,

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provided that Fair Isaac shall first submit the press release to Client for Client's approval, which may be withheld at Client's sole discretion. The parties may issue additional press releases as mutually agreed by the parties. All press releases or other publicity sought to be issued by either or both parties pursuant to this section must, prior to release, be reviewed and approved by each party, which approval may withheld by Client at Client's sole discretion. Fair Isaac may include Client's name in its marketing and promotional materials once this Agreement is signed, only upon Client's separate written approval.

10.3. No Waiver. No delay or omission by either party in exercising any right under this Agreement will be construed as a waiver of that right. Even if either party waives a breach or default under this Agreement, that party is not deemed to have waived any later or similar breach or default. No waiver will be effective unless in writing and signed by the party waiving the right.

10.4. Compliance with Laws. Client is solely responsible for compliance with all laws relating to Client's use of any product, deliverable, or service provided by Fair Isaac under this Agreement, including but not limited to laws and regulations relating to privacy and export control.

10.5. Governing Law. This Agreement, and any issues arising under or in any way relating to the Agreement, are to be governed by and construed in accordance with the laws of the State of New York, USA, without regard to principles of conflicts of law or international law, including without limitation the 1980 United Nations Convention on Contracts for the International Sale of Goods, as revised, which the parties expressly agree does not apply to this Agreement.

10.6. Notices. Any notices required to be given in writing under this Agreement must reference the Fair Isaac Legal Request (LR) number set forth above and must be sent to the recipient's address or facsimile (fax) number for notices set forth under "Instructions and Contact Information" in Exhibit A. Written notices may be sent by personal delivery, mail (with return receipt provided), major overnight delivery carrier (with return receipt provided), or fax if a fax number is provided on Exhibit A. Notices will be deemed given on the actual date of delivery, as indicated by a delivery receipt or fax confirmation, but any notice delivered by fax must be promptly confirmed in writing using another method for giving notice provided in this section. Either party may change its address or facsimile number for notices at any time by giving written notice to the other party.

10.7. Assignment; Delegation. Neither party has the right, without the prior written consent of the other party, to assign or transfer this Agreement, or any part of this Agreement. Notwithstanding the foregoing, Client has the right to assign this Agreement to any Client Affiliate or by merger, reorganization, consolidation, or sale of all or substantially all the assets of Client or the applicable division or line of business, without Fair Isaac's prior consent, provided that Client notifies Fair Isaac in writing within a commercially reasonable period of time following such event, provided that, Client shall make no expanded use of any product, service, or deliverable provided by Fair Isaac as a result of that event unless and until Fair Isaac provides its written consent (in accordance with Section 5.9 of Exhibit B to the Agreement). Any attempt to assign or transfer all or any part of this Agreement without first obtaining that written consent will be void and of no force or effect. Notwithstanding the foregoing, Fair Isaac has the right to assign this Agreement to any Fair Isaac affiliate or by merger, reorganization, consolidation, or sale of all or substantially all the assets of Fair Isaac or the applicable division or line of business, and Fair Isaac has the right to (i) delegate the performance of this Agreement, in whole or in part, to Fair Isaac Affiliates in any jurisdiction worldwide; and (ii) disclose to those Fair Isaac Affiliates any data or other information received from or through Client that Fair Isaac deems appropriate for the performance of the delegated activities, including but not limited to data and other information (including personally identifiable information) about Client's customers; but Fair Isaac must require the Fair Isaac affiliate to adhere to all license restrictions and obligations of confidentiality imposed by this Agreement upon Fair Isaac with respect to that data and other information and Fair Isaac must notify



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Client in writing within a commercially reasonable period of time following such delegation or disclosure to its affiliate.

10.8. Force Majeure; Cooperation. Notwithstanding anything to the contrary in this Agreement, except for Client's obligations to pay amounts due under this Agreement, neither party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, insurrection, riot, boycott, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, epidemic, act of any other person not under the control or direction of either party, or other similar cause. The party subject to any of the foregoing causes shall give the other party reasonable written notification of any resulting material or indefinite delay. In addition, Client acknowledges that Fair Isaac's performance under this Agreement is dependent on Client's Cooperation.

10.9. No Third Party Beneficiaries. Nothing in this Agreement is to be deemed to create any right or benefit in any person not a party to the Agreement.

10.10. Article and Section Headings. The article and section headings in this Agreement are for reference only, and do not form part of this Agreement.

10.11. Construction; Severability. This Agreement is not to be more strongly construed against either party, regardless of who is more responsible for its preparation. If any provision of this Agreement is held to be unenforceable, unlawful, or invalid in any respect, then that provision will be deemed ineffective only to the extent of the illegality or invalidity, without invalidating the remainder of that provision or any of the remaining provisions of this Agreement. If a provision is determined to be unlawful or invalid in any respect, then that provision is to be deemed severable to the extent it is unlawful or invalid, and the enforceability, validity, and lawfulness of the remaining portion of that provision or any other provision of this Agreement will not be impaired.

10.12. Entire Agreement. This Agreement represents the complete agreement of the parties and supersedes all prior or contemporaneous agreements, proposals, understandings, representations, conditions, and communications (oral or written), as well as the terms of all existing or future purchase orders and acknowledgments. Any other terms, conditions, supplements, modifications, or amendments to this Agreement will not be binding upon either party unless expressly set forth in a writing signed by authorized representatives of Client and Fair Isaac.

10.13. Counterparts. This Agreement may be executed on separate counterparts or signature pages, which will be considered the same as if a single document had been executed. This Agreement will become binding when one or more counterparts or signature pages has been executed by each of the parties and delivered (including by facsimile transmission) to the other party. Each counterpart of this document containing the valid signatures (including those delivered by facsimile) of each of the parties will be deemed an original, and all counterparts and signature pages, taken together, will be considered a single document.

# **11. Insurance Requirements**

11.1 During the term of this Agreement, Fair Isaac shall, at its expense, carry and maintain: (a) Workers Compensation and Employers Liability Insurance meeting minimum statutory requirements, (b) Commercial General Liability insurance policy(s) with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (c) Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence, and (d) excess liability coverage of at least \$2,000,000 per occurrence and annual aggregate as applied to the coverages listed above. The



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policies shall be underwritten by an insurance company that carries an A-VII or better rating from A.M. Best. Each policy shall provide that (1) Client and its subsidiaries and affiliates shall be named as an additional insured, (2) not less than thirty (30) days' prior, written notice shall be given to Client in the event of any cancellation or non-renewal thereof, and (3) such insurance is designed to be primary and non-contributory insurance with respect to Client Insurance maintained by Client will be excess and not contributing with Fair Isaac's insurance. Upon written request, Fair Isaac shall furnish Client with a certificate of insurance evidencing coverage, and a certificate of insurance as evidence of renewal at least 30 days prior to expiration of each policy. The amount of such required insurance coverage under this section shall not on its own limit Fair Isaac's obligations under this Agreement.

11.2 Fair Isaac shall maintain Professional Liability/Errors & Omissions Liability insurance with policy limits of not less than USD\$2,000,000 each claim. Such insurance may include coverage for infringement of the proprietary rights of any third party, including without limitation copyright, and trademark infringement as related to Fair Isaac performance under this Agreement. In addition, such insurance shall include coverage for the following personal injuries, unless covered, and not in any way excluded or restricted, by Fair Isaac's general liability insurance: data privacy and protection. Upon expiration or termination of this Agreement, Fair Isaac will either continue to maintain an active insurance policy, or purchase an extended reporting period providing coverage for claims first made and reported to the insurance company within 12 months after the end of the Agreement.

## 12. Debarment and Exclusion

Each party represents and warrants that it, and any of its agents working on its behalf, will not knowingly place, any employees to provide Services pursuant to this Agreement that: (i) is an Ineligible Person; (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) or § 1320a-7(b)(1)-(3); or (iii) has been proposed for exclusion, debarment, suspension, or other ineligibility from any Federal health care program or Federal procurement or non-procurement program. Each party further represents and warrants that if, during the term of this Agreement, it or, with respect to any of its employees or agents working on its behalf and providing items and services pursuant to this Agreement, it has actual notice that such employee or agent: (i) becomes an Ineligible Person, (ii) is convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) or § 1320a-7(b)(1)-(3), or (iii) is proposed for exclusion, debarment, suspension, or other ineligibility from any Federal health care program or Federal procurement or non-procurement program, that party will promptly notify the other party, and such other party will have the right to request the removal of such employee from performing further Services under this Agreement. "Ineligible Person" means an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

## 13. Source Code Escrow

13.1 Beneficiary Election. If Client notifies Fair Isaac in writing that it elects to participate in Fair Isaac's standard escrow program for the Fair Isaac Product, Fair Isaac will add Client as a beneficiary of Fair Isaac's standard source code escrow deposit agreement ("Escrow Deposit Agreement") within a commercially reasonable time after the execution of the standard beneficiary acceptance form by all parties and Client's payment of the escrow agent's fees. If Client discontinues paying for support and maintenance Services for the Fair Isaac Products, or fails to pay the annual fee to the escrow agent to be maintained as an escrow beneficiary, Client will immediately be removed as a beneficiary of the Escrow Deposit Agreement for the Fair Isaac Product.



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13.2 Release. The source code for the Fair Isaac Product will be released to Client from escrow according to the procedure described in the Escrow Deposit Agreement. If the source code is released from escrow, Client will be licensed to use the source code only for providing technical support to its existing internal licensed copies of the Fair Isaac Product. The source code may not be released or disclosed to any third party, except to the extent that such third party is performing services on behalf of Client and is subject to confidentiality obligations. Client shall not duplicate, sell, license, or in any way market source code provided pursuant to this section. If the Fair Isaac Product includes any commercially available software products licensed from a third party, no source code escrow deposit will be required for that third-party portion, but the third-party software object code will be deposited into escrow and subject to release as provided in the Escrow Deposit Agreement.

**Signature Page Follows.**

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Signed by authorized representatives of Fair Isaac and Client.

<b>Fair Isaac Corporation</b>	<b>CVS Pharmacy, Inc.</b>
By: 	By: 
Printed Name: Aaron Jaeger	Printed Name: Jonathan C. Roberts
Title: Director Financial Planning & Analysis	Title: SVP & CLO
Date Signed: 12/31/08	Date Signed: 12/31/08

<b>Fair Isaac Use Only:</b>	Created by: J. Vinovich	On: July 15, 2008
Short Name:	Client #:	Acct. Exec:
OE Order #:	System #:	Royal Blue #:
Sales Approval:		
Notes:		

The following Exhibits are part of this document:

- Exhibit A - Instructions and Contact Information**
- Exhibit B - Products, Fees, Payments, and Additional Terms**
- Exhibit C - Support and Maintenance Policy**
- Exhibit D - Statement of Work for Other Services**
- Exhibit E - Fair Isaac Training Policy**

*Please complete the information and review the instructions on the following page.*





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**EXHIBIT A - Instructions and Contact Information**

Instructions to Client:

1. *Appropriate corporate officer should execute 2 copies of the document.*
2. *Complete all requested information below:*

Information For Notices:	For Client: CVS Pharmacy, Inc.	For Fair Isaac:
Address:	1 CVS Drive	3661 Valley Centre Drive
		Reference LR 1230465
City/State:	Woonsocket, RI	San Diego, CA
Zip/Code:	02895	92130
Country:	USA	USA
Attention:	Jennifer Zanni	Contracts Administrator
Fax:		858-523-4450

3. *Complete information below if different from above:*

	Return executed contract to Client at:	Client's billing information:	Deliver Software to:
Address:			
City/State:			
Zip/Code:			
Country:			
Attention:			
Phone:			
Fax (optional):			
Email:			
(If applicable)	Client's VAT No:		

4. *If you wish to receive an original copy for your records, please return 2 completed and executed copies of the entire document to:*

Fair Isaac Contracts Administration  
3661 Valley Centre Drive  
San Diego, CA 92130  
USA

To expedite, please fax a completed and executed copy to: 858-523-4450

Questions? Call: 858-369-8259

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## EXHIBIT B - PRODUCTS, FEES, PAYMENTS, AND ADDITIONAL TERMS

### 1. FAIR ISAAC PRODUCT DESCRIPTION

1.1. "Fair Isaac Product(s)" means the Blaze Advisor products listed below. The Blaze Advisor Development product allows a developer to utilize design and testing tools and to run a Non-production deployment environment for testing use only. The Blaze Advisor Deployment product consists of the Blaze Advisor Rule Server and Engine and allows the software to be run on a system handling production-level processing.

### 2. LICENSE AND SUPPORT AND MAINTENANCE FEES

Product	Item #	Term	Scope/Quantity	Price	Total
Blaze Advisor Development  Platform: Java and Cobol and .Net*  (electronic copy delivered via web download)	280-DVLI-03 (Perpetual)	Perpetual	An unlimited number of Seats for Enterprise-Wide use	Included in license fees below	Included in license fees below
Blaze Advisor Deployment  Platform: Java and Cobol and .Net*  (electronic copy delivered via web download)	280-DPLI-03 (Perpetual)	Perpetual	Enterprise-Wide	US \$ [REDACTED]	US \$ [REDACTED]
Compiled Sequential for Blaze Advisor Deployment  Platform: Java and Cobol and .Net*  (electronic copy delivered via web download)	280-SQPL-03 (Perpetual)	Perpetual	Enterprise-Wide	Included in license fees above	Included in license fees above
SmartForms for Blaze Advisor  Platform: Java  (electronic copy delivered via web download)		Perpetual	Enterprise-Wide, for Non-production use only	Included in license fees above	Included in license fees above
Model Builder  (electronic copy delivered via web download)	421-WBPL-03	Perpetual	For use on up to 1 Seat for Non-production use only	Included in license fees above	Included in license fees above
Xpress-MP  (electronic copy delivered via web download)	Type 1 Personal License	Perpetual	For use on up to 1 Seat for Non-production use only	Included in license fees above	Included in license fees above
Documentation for Blaze Advisor, User guide (available in HTML or PDF)	N/A	Perpetual	1 set	Electronic copy included with software license	Included in license fees above



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Documentation for Model Builder: User guide (available in HTML or PDF)	421-MBDO-07	Perpetual	1 set	Electronic copy included with software license	Included in license fees above
Documentation for Xpress-MP: User guide (available in HTML or PDF)	N/A	Perpetual	1 set	Electronic copy included with software license	Included in license fees above
Support and Maintenance Fee for Blaze Advisor	280-OOMN-08	Initial Term: One year	n/a	\$ [REDACTED] Per Year: [REDACTED] of Total License Fees	[REDACTED] Year One (Annual fee thereafter - subject to annual adjustment)
Support and Maintenance Fee for Model Builder	421-WBAM-08	Initial Term: One year	n/a	Included in support and maintenance fees above	Included in support and maintenance fees above
Support and Maintenance Fee for Xpress-MP	131-MPAM-00	Initial Term: One year	n/a	Included in support and maintenance fees above	Included in support and maintenance fees above
<b>TOTAL LICENSE AND FIRST YEAR SUPPORT AND MAINTENANCE FEES - (US \$)</b>					<b>US \$ [REDACTED] 0</b>

\*NOTE: Use of the version of the Blaze Advisor Fair Isaac Products in the table above for the .Net platform is for Non-production use only.

### 3. FEES FOR SERVICES

Product	Item #	Quantity	Price	Total
Professional Services described in Exhibit D.	280-OOCN-02	320 hours	US \$ [REDACTED]	\$ [REDACTED] *
Blaze Advisor RMA Development Training Services described in Exhibit D.	280-OOTR-06	Onsite 12 Students maximum	US [REDACTED] 0	\$ [REDACTED] 0
Custom Training as a Consulting Services described in Exhibit D.	280-OOCN-02	150 hours	US \$ [REDACTED]	\$ [REDACTED]
<b>TOTAL TRAINING AND SERVICES FEES - (USD\$)</b>				<b>US \$ [REDACTED] *</b>

\*\*The discounted rate of \$210 specified in the table above is a one-time offer for the first 320 hours of Blaze Advisor Professional Services and the first 150 hours of Blaze Advisor Custom Training associated with Client's initial Customer Engagement Engine project only. Hourly rates for additional hours and on future engagements will be in accordance with the rate set forth in Section 4.4 (Rate Card), below.

### 4. PAYMENT OF FEES AND EXPENSES

4.1. **License Fees.** Fair Isaac will invoice Client for the license fees described above once this document has been executed by both parties. Client shall pay the license fees according to the terms set forth in this SLA.

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4.2. Support and Maintenance Fees. Support and Maintenance Fees. Fair Isaac will invoice Client for the Support and Maintenance Fees for the first year once this document has been executed by both parties. Client shall pay the license fees according to the terms set forth in this SLISA. Client shall pay Support and Maintenance Fees annually thereafter in advance while support and maintenance is in effect. The Support and Maintenance Fees set forth above cover only the licenses to the Fair Isaac Products set forth in this document and do not cover any other licenses to the Fair Isaac Products granted to Client under any other agreement. The total Support and Maintenance Fees for the Fair Isaac Products for future years will be calculated based on the total license fees paid by Client for the Fair Isaac Products under this document and all other agreements.

4.3. Professional Services Fees. The professional Services will be provided on a time-and-materials basis, plus expenses. All fees and expenses will be invoiced monthly based on the actual hours used, and Client shall pay such invoices in accordance with the agreed-upon payment terms.

4.4. Rate Card. Fair Isaac agrees to make available Blaze Advisor professional Services to Client at the hourly rate of \$217 for the 12 months following the Effective Date. Thereafter, the hourly rate for Blaze Advisor Services may be increased by Fair Isaac at anytime at Fair Isaac's reasonable discretion.

4.5. Training Fees. Unless otherwise provided, Training fees will be invoiced following completion of the training.

## 5. ADDITIONAL TERMS

5.1. Client's licenses to the Fair Isaac Product(s) are limited as follows:

(a) **Territory:** Worldwide, excluding the following list of countries, which may be updated by Fair Isaac: Cuba, Iran, North Korea, Syria and Sudan.

(b) **Non-production:** With respect to any license set forth herein with a "Scope/Quantity" of "Non-production", Client's "Non-production" use means:

Client's internal use of the Fair Isaac Product only in a non-production environment, solely for the purposes of development, testing and quality assurance.

5.2. Platforms/Options. Client's license to the Fair Isaac Product includes the right to use only the version of the Fair Isaac Product for the specific supported platform(s) that are noted Section 2 above in this Exhibit B (i.e., Java, COBOL or .NET). If no platform is noted, Client has the right to use the Fair Isaac Product only for the supported platform(s) that is(are) initially delivered to Client. If Client desires versions of the Fair Isaac Product for additional supported platforms, an additional fee applies. Unless specifically noted as being purchased in this Exhibit B, Client does not obtain any right to options or additional related products (e.g., Compiled Sequential, SmartForms) by virtue of its purchase of a license to the Fair Isaac Product.

5.3. Seat License. If the "Scope/Quantity" of the license for any Fair Isaac Product is designated in this Exhibit B as limited to a specified number of "Seats", then Client shall not use such Fair Isaac Product for more than the specified number of Seats, as applicable. "Seat" means an individual concurrent user on a single personal computer or workstation.

5.4. Named Application License. If the "Scope/Quantity" of the license for any Fair Isaac Product is designated in this Exhibit B as "Named Application", then, subject to any "Seat" limitation that



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may also apply, Client may use such Fair Isaac Product only in connection with the particular Named Application of Client that is defined in this Exhibit B. Under no circumstances may Client use such Fair Isaac Product on a stand-alone basis or in connection with any other application.

5.5. Enterprise-Wide License. If the license for any Fair Isaac Product is designated in this Exhibit B as "Enterprise-Wide", then Client may use such Fair Isaac Product on an unlimited number of applications and Seats, as applicable, along with the related Documentation; provided that such use is solely for Client's own internal use and benefit.

5.6. Product and Services Options. Commencing on the Effective Date and expiring three years thereafter ("Option Term"), Client shall have the option to license any of the following Fair Isaac Products(s) and Services (each an "Option"). If any of the following Options is exercised, Fair Isaac and Client shall enter into an amendment documenting the exercise of the Option.

(a) Products. Fair Isaac shall have the Option during the Option Term to purchase the following Fair Isaac Products, for the additional license fee set forth below, subject to the discounts set forth in Section 5.7, as applicable (plus an annual support and maintenance fee equal to 18% of the license fee).

Product/Service	License Type	Term	License Fee (List Price)	Maintenance Fee
Blaze Advisor Deployment for the .Net Platform for production use	Enterprise-wide	Perpetual	██████*	██████ of license fee
Blaze Advisor Smart Forms for the Java Platform for production use*	Enterprise-wide	Perpetual	\$██████*	██████ of license fee
Model Builder for production use	Per Seat	Perpetual	\$██████	1██████ of license fee
Xpress-MP	Named Application	Perpetual	██████	██████ of license fee

\*Note: The ████████ License Fee to the Blaze Advisor Deployment for the .Net Platform for production use listed in the table above has been discounted, and shall not be subject to or eligible for further discounts, including the discounts set forth in Section 5.7 below.

\*\*Note: The ████████0 License Fee to Blaze Advisor Smart Forms listed in the table above has been discounted, and shall not be subject to or eligible for further discounts, including the discounts set forth in Section 5.7 below.

(b) Premium Support and Maintenance Services Option. Client shall have the Option to purchase Premium Support and Maintenance for the Blaze Advisor Fair Isaac Products set forth in Section 2 of this Exhibit B for an additional annual maintenance fee equal to four percent (4%) of the total license fee for such Blaze Advisor Fair Isaac Products.

5.7 Product Discounts. For the Option Term, Client shall be entitled to the following volume-based "Client Discount" with respect to the optional Fair Isaac Products listed in Section 5.6(a).

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only. All prior net-value license fees related to purchases of Fair Isaac Products licenses hereunder, e.g., Blaze Advisor, Model Builder and Xpress-MP, plus the list price for the current license purchase (as defined the table in Section 5.6) will apply to determine the aggregate volume discount applicable for any future license purchase. For the avoidance of doubt, product discounts provided under this Section 5.7 are not applicable to the licenses purchases for the initial Fair Isaac Products set forth in Section 2 of this Exhibit B.

Standard	
0 - 100	0
100 - 200	0
200 - 300	0
300 - 400	0
400 - 500	0
500 - 600	0
600 - 700	0
700 - 800	0
800 - 900	0
900 - 1000	0

### 5.8 Substitute Products.

(a) **Substitute Fair Isaac Products.** In the event that Fair Isaac no longer provides support to its clients generally with respect to any Fair Isaac Product for any reason whatsoever ("**Cancelled Fair Isaac Product**"), if permitted by law, regulation, or professional obligation applicable to Fair Isaac or any of its affiliates, Fair Isaac must give notice to Client. Without prejudice to its other rights and remedies, Client may (but is not obligated to) exercise any of the following rights:

- (i) give written notice to Fair Isaac to terminate the use of such Cancelled Fair Isaac Product in which case, without prejudice to Client's other rights and remedies,
- (ii) Fair Isaac shall where the license is a perpetual license, refund to Client all pre-paid Maintenance Fees relating to the Cancelled Fair Isaac Product in respect of any period after maintenance of the Cancelled Fair Isaac Product has been withdrawn;
- (iii) agree to accept any software product proposed by Fair Isaac ("**Substitute Fair Isaac Product**") on the same terms as the terms of the Agreement, which is in general availability status and which provides at least equivalent features and functionality as the Cancelled Fair Isaac Product. Client will only be entitled to use the Substitute Fair Isaac Product features and functionality for which they are currently licensed. Upon such agreement, Client shall immediately be entitled during the Migration Period (without additional charge) to use both the Cancelled Fair Isaac Product and the Substitute Fair Isaac Product (on the same terms as Client had been entitled to use the Cancelled Fair Isaac Product, but without charge). At the end of the Migration Period, Client shall no longer be entitled to use the Cancelled Fair Isaac Product, and the Agreement shall be amended so the Substitute Fair Isaac Product is substituted for the Cancelled Fair Isaac Product (and for the avoidance of doubt all terms, including price and duration of the license, which had applied to the Cancelled Fair Isaac Product shall apply to the Substitute Fair Isaac Product). At the end of the Migration Period, Client shall certify to Fair Isaac in writing that Client has deleted (or destroyed, as requested by Fair Isaac) such Cancelled Fair Isaac Product from Client's computer systems.



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(b) **Migration Period.** For purposes of Section 5.8, the "Migration Period" means a commercially reasonable period of time, as determined by Fair Isaac in its reasonable discretion, for Client to transition from a Cancelled Fair Isaac Product to a Substitute Fair Isaac Product.

#### 5.9 Change of Control; Acquisition; Merger.

(a) **Acquisition by Client.** The parties recognize that the fees charged to Client Enterprise-wide license to the Blaze Advisor Fair Isaac Product have been determined based primarily on the size of Client's annual gross revenue. For that reason, the parties agree that if (and as applicable each time) following the Effective Date Client acquires any (i) entity that has gross annual revenue that is greater than or equal to twenty percent (20%) of the gross annual revenue of Client prior to the acquisition of such entity and such entity will use the Blaze Advisor Fair Isaac Product, and such entity does not have a current enterprise-wide license to Blaze Advisor, or (ii) group of entities in any consecutive twelve month period that each have an gross annual revenue that is less than twenty percent (20%) but have combined gross annual revenue greater than or equal to twenty percent (20%) of the gross annual revenue of Client prior to the acquisition of such entities and entities will use the Blaze Advisor Fair Isaac Product, and each such entity does not have a current enterprise-wide license to Blaze Advisor (each a "Transaction"), then, in the case of any Transaction, Client shall not process any data from such other entity (or entities) through any Fair Isaac Product (either combined with Client, or separately) or make any expanded use of any Fair Isaac Product until Fair Isaac and Client have agreed in writing upon the amount of additional license fees for and the negotiated scope of such expanded license to any such Fair Isaac Product. For the same license scope, the license fees for any such expanded use of the applicable Fair Isaac Product shall be determined based on the proportional comparison of the post-Transaction revenue of the combined entity (or entities) compared to the Client's gross annual revenue for the year immediately prior to the Transaction(s). For example, if the Client's gross annual revenue is \$1,000,000 prior to any Transaction, and the total gross annual revenue of the combined entity is \$1,250,000 following the Transaction, then the additional license fee for such expanded use with respect to the Transaction, assuming no change in license scope, would be equal to 25% of Client total license fees, plus an additional support and maintenance fee equal to 18% of the additional license fee. Client shall promptly notify Fair Isaac in writing of any acquisition of another entity within a reasonable period of time (not to exceed 60 days from any such transaction).

(b) **Change of Control; Acquisition of or Merger with Client.** The parties recognize that the fees charged to Client for the Fair Isaac Product licenses were determined by taking into account a number of factors, including, but not limited to, the number of Client installations for the Fair Isaac Product and, as applicable, the quantity of data processed and/or size of the implementation, and Client's gross annual revenue. For this reason, the parties agree that with respect to the Fair Isaac Product licenses if Client undergoes a change in control, or is merged with or acquired by, or otherwise acquires the rights to process the accounts of another entity (other than as set forth in Section 5.9(a)), Fair Isaac and Client will, in good faith, negotiate and agree to the amount of additional license fees payable to Fair Isaac. Client shall not process any data from such other entity through any Fair Isaac Product (either combined with Client, or as a separate portfolio) or make any expanded use of the Fair Isaac Products until Fair Isaac and Client have negotiated and agreed upon the amount of such license fees. Client shall promptly notify Fair Isaac in writing of any change of control, or acquisition by or merger with another entity within a reasonable period of time (not to exceed 60 days from any such transaction described in this Section 5.9(b)).

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**EXHIBIT C -**

**FAIR ISAAC SOFTWARE SUPPORT AND MAINTENANCE POLICY**

**1. DEFINITIONS**

"Client" means CVS Pharmacy, Inc.

"Fair Isaac" means Fair Isaac Corporation and its subsidiaries.

"Errors" means persistent malfunctions, inherent within the Software, that prevent the Software from operating according to its technical documentation.

"Maintenance Fees" means the support and maintenance fees applicable to the Software licensed by Client. In the case of software licensed on a subscription basis, the Maintenance Fees are included in the applicable subscription fees.

"Product Support Hours" - are 6:00 a.m. to 5:00 p.m. Pacific time, Monday through Friday, excluding holidays observed by Fair Isaac in the United States. Support services will be provided from the United States.

"Software" means the Fair Isaac Product(s) licensed by Client under the Agreement.

**2. SUPPORT AND MAINTENANCE SERVICES GENERALLY**

2.1. Subject to payment of the appropriate Maintenance Fees by Client, and compliance by Client with the terms of this policy and the applicable license agreement, Fair Isaac shall provide Client and its Affiliates authorized to use the Software with support and maintenance services for the Software as set forth in this policy.

2.2. Fair Isaac provides support and maintenance services for licensed Software during both implementation and production use when operated on supported platforms installed on designated or approved equipment, as set forth in the technical documentation for the Software. Support is currently provided in the English language only.

2.3. Subject to Article 5 (Exclusions), maintenance includes any standard Software versions and releases generally made available to Fair Isaac's customers that are current on Maintenance Fees. Those versions and releases will be provided to Client under this policy on an if-and-when-available basis.

**3. TECHNICAL SUPPORT**

3.1. Fair Isaac will make commercially reasonable efforts, during Product Support Hours, to address Client's questions about the Software, to resolve operating problems that are attributable to the Software, and to resolve verified, reproducible Errors in the Software.

3.2. Client agrees: (i) to set up primary and secondary liaisons who have been trained on the Software; (ii) that all support requests will be centralized through the primary and secondary liaisons; (iii) to submit support requests to Fair Isaac Product Support; (iv) to comply with the attached guidelines for submitting support requests; (v) to use commercially reasonable efforts to diagnose and resolve problems in the operation of the Software prior to contacting Fair Isaac for support; and (vi) to use commercially



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reasonable efforts to verify that reported problems are due to a malfunction of the Software, and not due to the operating system, hardware, data, interfaces, or improper use of the Software, prior to contacting Fair Isaac for support.

#### 4. TERM; TERMINATION; REINSTATEMENT

4.1. Fair Isaac's support and maintenance obligations under this policy commence upon shipment of the Software and will continue for an initial term of one year. Maintenance Fees will be invoiced on an annual basis in advance. For as long as Fair Isaac makes maintenance for the Software generally available to all of its customers, the support and maintenance service will automatically renew for consecutive one-year terms unless Client gives Fair Isaac 30 days' written notice, prior to the end of the current term, of its intent not to renew, unless the applicable license has terminated or expired, in which case such support and maintenance service will terminate or expire concurrently with such applicable license. Support and maintenance during renewal terms will be subject to the Support and Maintenance Policy in effect for the Software at the time of renewal. Maintenance Fees applicable to renewal terms may be increased by Fair Isaac for any maintenance renewal term commencing 36 months after the Effective Date of the Agreement or later, but no such increase may exceed the most recently available annual change in the CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

4.2. Fair Isaac may terminate support and maintenance services under this policy upon at least 30 days' written notice if Client is in breach under this policy or any license agreement relating to the Software and does not cure the breach before the end of the notice period. Fair Isaac will have no obligation to resume support and maintenance services following termination for cause under this section.

4.3. Fair Isaac may, at its sole discretion, reinstate lapsed or terminated support and maintenance services, in accordance with its then-current policies, upon payment by Client of the applicable reinstatement fee.

#### 5. EXCLUSIONS

5.1. Services outside the scope of this policy are subject to availability of resources and will be charged for separately at Fair Isaac's then-current rates for those services. The following are outside the scope of this policy:

- (a) Support services provided outside of Product Support Hours or any other hours as are provided for in Section 6 (Severity Levels and Response Times).
- (b) Support service that becomes necessary due to failure of computer hardware, equipment or programs not provided by Fair Isaac; negligence of Client or any third party; operator error; improper use of hardware or software (including the Software); any problem or loss not solely attributable to the Software; problems stemming from Client not applying all required maintenance releases; or problems due to unauthorized modification or adaptation of the Software by Client.
- (c) Development, customization, coding, installation, integration, consulting and training.
- (d) Optional, separately-priced Software features that may be made available by Fair Isaac with new versions or releases of the Software.

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5.2. Unless otherwise indicated in the applicable Order Form or license agreement, Fair Isaac has no obligation to provide support or maintenance services for other than (i) the current release of the Software and (ii) one prior release of the Software, but only for a maximum of one year after release of a subsequent release.

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6. **SEVERITY LEVELS AND RESPONSE TIMES.** Upon Client's report of a problem with the Software, a Fair Isaac representative will acknowledge the report by issuing a confirmation to Client, either by phone or email, and Fair Isaac will assign a Severity Level to the problem based on the type of issue reported, according to the following schedule:

Severity	Condition	Response Time/Action
1	<b>Production Down Emergency:</b> An Error in the production environment that inhibits all or substantially all of the Software from functioning in accordance with its documentation. A severity "one" problem is both severe and mission-critical.:	Provide: (a) a phone response within 1 hour during Fair Isaac's Product Support Hours and (b) an action plan within 4 hours for the development of a patch or a bypass for the Error. Following the development of the patch or bypass, Fair Isaac will notify Client of inclusion of the patch or a solution in a revision of the Software. Once identified and logged, Fair Isaac will provide all necessary services to resolve a Severity-One condition on a diligent-efforts priority basis seven days per week until that condition has been patched or bypassed.
2	<b>Production Impaired:</b> An Error in the production environment where major functionality of the Software is inhibited, but the Error does not materially disrupt Client's business	Provide: (a) a written or phone response within 4 hours during Fair Isaac's Product Support Hours and (b) an action plan within 2 business days for a bypass for the Error or (c) an action plan within 5 business days for developing a patch for the Error. Following the development of the patch or bypass, Fair Isaac will notify Client of inclusion of the patch or a solution in a revision of the Software. Fair Isaac will work on the Error during Product Support Hours.
3	<b>Production Inhibited:</b> An Error in the production environment where a feature of the Software is inhibited, but the Error does not materially disrupt Client's business	Provide: (a) a written or phone response within one business day and (b) Consider for correction or inclusion in the next revision of the Software.
4	<b>General Assistance:</b> A "how to" question; an Error that is minor or cosmetic in nature; or an enhancement request to be considered for a future revision of the Software	Provide: (a) a written or phone response within 2 business days and (b) Consider for correction or inclusion in the next revision of the Software.



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## Fair Isaac Product Support

### Problem Submission Guidelines

We encourage customers to first consult the appropriate documentation for the product they are using (installation guides, reference manuals, user guides, product release notes, etc.). Release notes will typically include contents of the release, installation/license information, known limitations, product support, and compatibility information. Other reference materials should also be consulted as needed for related components such as database management systems, compilers, operating systems, etc. For Fair Isaac products with web-based self-service, visit the support web site to search for known questions, solutions and technical notes.

If you've completed this initial research and are still unable to resolve your problem, the next step is to contact Product Support. The following information is critical to resolving a problem:

- Your Customer ID (a 4-digit number communicated to you either by your Engagement Manager or during your first contact with Product Support) or license number (if applicable).
- Your phone number and email address
- The name and version of the Fair Isaac software to which the issue pertains. For incidents submitted via email, please be sure to include the product name on the subject line of the email.
- The name and version of the operating system and database.
- The environment in which the error is occurring (development, test or production).
- Both a general statement and a detailed description of the problem, including any relevant error messages.
- Frequency with which the condition occurs and at what intervals.
- Can the problem be replicated, and if so, the steps taken to recreate the problem.
- Any changes to the Fair Isaac application, including new configuration or software upgrades.
- Copies of the Fair Isaac product log files, configuration files, and screen prints of errors.

### **Troubleshooting Tips:**

- Isolate the problem as precisely as possible using debugging facilities and error logs as appropriate, and try to find a consistent way to reproduce it.
- Whenever possible, modify a Fair Isaac provided example or test case to cause the same problem.
- If the problem is not consistently reproducible, check whether it may be related to insufficient memory, memory leaks, search paths, or files that may be missing from certain directories or the class path.
- Verify that the versions of the database, compilers, operating system, browser, drivers, etc. that are in use are certified and supported by Fair Isaac.
- Identify any other changes that may have occurred in your environment that may have an impact on the Fair Isaac solution (for example, database maintenance, service pack deployment, upgrade of a system component, operating system patches, etc.)
- Try to reproduce the problem on another platform or test system.
- If applicable, try to isolate various components of your solution to simplify the troubleshooting (for example, pull out a subset of rules or code from the bulk of your application). Support can assist you best if we get a small sample of your application to work with. If possible send us a small test case with instructions, so we can run the test case.
- Any changes that may have been made to the environment (for example, maintenance work that may have been performed or any hardware/software changes made to the server, workstation, operating system, or data feed).

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## EXHIBIT D - STATEMENT OF WORK - OTHER SERVICES

This Statement of Work ("SOW") is effective as of December 31, 2008 and is issued pursuant to and is subject to the Software License and Services Agreement between Fair Isaac Corporation ("Fair Isaac") and CVS Pharmacy, Inc. ("Client") dated December 31, 2008 ("Agreement").

Capitalized terms used herein that are defined in the Agreement will have the meanings given to such terms in the Agreement. This SOW represents the complete agreement of the parties and supersedes all prior or contemporaneous SOWs with respect to the subject matter contained herein.

### 1. DESCRIPTION OF SERVICES

Within ten days of receipt of this SOW signed by a Client authorized representative and the scheduling of Fair Isaac consultants; Fair Isaac will commence the performance of the following services ("Services").

#### 1.1 Overview of Application Area

The Client's Consumer Engagement Engine ("CEE") business goals are to allow Client to deliver improved patient healthcare outcomes.

Phase 1 of the CEE project will focus on retail pharmacies and outbound interactive voice recognition ("IVR") calling. There are a total of 6,500 pharmacies in the Client's business network of which approximately 300 will be on-line to be implemented for Phase 1. Fair Isaac will provide assistance with the implementation of Blaze Advisor in performing the following business functions / opportunities in the retail pharmacy and outbound IVR:

- a. First fill patient counseling
- b. IVR refill reminder
- c. In-store patient adherence (past due)
- d. Patient adherence outreach (past due and/or due soon) – store calls patient
- e. Consolidation – Caremark Pharmacy Benefit Management ("PMB") identified
- f. Consolidation – Predictive algorithms

There are five process stages for each opportunity: (i) Opportunity Initiation, (ii) opportunity qualification, (iii) opportunity creation, (iv) opportunity prioritization and (v) opportunity delivery. Business rules for the Blaze Advisor rule engine reside in the processes of opportunity qualification and opportunity creation. It is projected that there are 250 total rules across processes for each opportunity.

#### 1.2 Description of Services

Fair Isaac will provide both standard and customized training. Fair Isaac also will work with Client to provide guidance, mentoring and general assistance ("Assistance") in the definition, design, and development of the Blaze Advisor design, assist with data Entity Translation Layer ("ETL") design and to provide oversight in the development effort. In addition to this Assistance and training, Fair Isaac will also provide the following:

#### A. Specific Guidance and Assistance

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1. Architectural Consulting Guidance
  - a. Guidance and professional recommendations for incorporating the Blaze Advisor Business Rule Management System ("BRMS") into Client's CEE application, based upon Fair Isaac's experience delivering similar services and constructing similar BRMS applications within the Healthcare and Pharmaceutical industries
  - b. Guidance and mentoring on Fair Isaac's best practices for the integration of BRMS applications
2. Project Management, Rule Building, and Implementation Guidance
  - a. Guidance and professional recommendations for defining an overall BRMS governance process for Client's Information Services ("IS") and business stakeholders
  - b. Guidance and professional recommendations for creating an organizational structure to manage the above-described governance process
  - c. Guidance and professional recommendations for defining the Client's roles and responsibilities that will be needed within the above-described governance process
  - d. Guidance and mentoring on best practices for a Business Rule Approval process
  - e. Guidance and mentoring on best practices for managing security, both at the repository (IDE and rule maintenance application ("RMA")) level and at the application level
3. Reporting Guidance
  - a. Assistance defining reporting requirements for the BRMS components of the CEE application for both the repository and for the runtime environment
  - b. Assistance delineating between reporting requirements suitable for implementation using Blaze Advisor out-of-the-box ("OOTB") features and reporting requirement best implemented as custom services or via third-party utilities (e.g., Log4J)
4. Guidance on Maximizing the Tool
  - a. Guidance and professional recommendations for applying the advanced features of the Blaze Advisor tool both to the CEE application and to other application areas within the Client's business IS infrastructure
  - b. Guidance and professional recommendations for applying BRMS practices and methodologies to both the CEE application and to other application areas within the Client's business IS infrastructure
  - c. Guidance and mentoring on methodologies for identifying application areas (other than the CEE application) for Blaze Advisor within Client's business IS infrastructure
5. Business Rule Analysis Guidance
  - a. Guidance and mentoring on Fair Isaac's best practices for the discovery, analysis, and definition of business rule requirements ("Harvesting")
  - b. Review and professional recommendations for improvements upon Client's business rule requirements and specifications
6. Business Rule Architecture Guidance
  - a. Guidance and mentoring on Fair Isaac's best practices for the design and development of BRMS applications using Blaze Advisor, which may include:
    - BRMS components and the roles each component plays in a BRMS solution



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- Repository physical (directory) and logical (project/group) structure
  - Importing, definition, and extension of the BRMS business object model
  - Definition and design of callable interfaces to functional BRMS components (rule sets and functions)
  - Coding and usage standards for Structured Rule Language ("SRL")
  - Definition and design of rule flow
  - Definition and design of internal data architecture and data flow
  - Debugging rule services in the IDE
  - Definition and design of core RMA components, including providers, value holders, templates, and instances
  - Applicability and usage of decision metaphors
  - Management of instances throughout the SDLC
  - Generation of the RMA
  - Generation of the Advisor Rule Server (ARS) runtime environment
  - Operational considerations, e.g., 24-by-7 operation
  - Performance considerations
- b. Assistance with the review of Client's Systems Integrator (Infosys) implementation of the business rule architecture
- c. Guidance and professional recommendations for applying Fair Isaac best practices for Business Rule Architecture to future BRMS applications within the Client's IS infrastructure

7. Rule Service Integration Architecture Guidance

- a. Guidance and mentoring on Fair Isaac's best practices for the deployment of the ARS runtime environment within Client's CEE application, which may include:
- Data architecture for transaction input data and results information (including the disposition of reporting information returned from the rule services)
  - Callable interfaces to business rule services and the invocation architecture for processes that call the rule services
  - Application architectural considerations for incorporating Blaze Advisor BRMS components within the CEE application architecture
  - Deployment architecture for rule services
  - Operational considerations, e.g., Deployment Manager for 24-by-7 operation
  - Performance considerations
- b. Assistance with the review of Client's Systems Integrator (Infosys) implementation of the rule service integration architecture
- c. Guidance and professional recommendations for applying Fair Isaac best practices for Rule Service Integration Architecture to future BRMS applications within the Client's IS infrastructure

**B. Training. Fair Isaac will provide the following training**

1. Blaze Advisor for Rule Analysts-Description in Attachment A
2. Blaze Advisor Fundamentals-Description in Attachment A
3. Blaze Advisor RMA Development-Description in Attachment A
4. Custom Training. Fair Isaac may conduct custom training on subject-matter requested by Client, subject to the following:

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- a. Fair Isaac and Client must mutually agree on the topic, subject matter, scope, and duration of the course and such agreement must be documented in writing (an e-mail exchange with acknowledgement is sufficient) prior to commencement of any development or delivery of course materials.
- b. Client will regard the delivery of custom training as consulting service of an advisory nature and will pay for the delivery of custom training on a time and materials ("T&M") basis.
- c. Client will regard the construction of custom training materials as a consulting service and will pay for the construction of custom training materials on a T&M basis. Fair Isaac offers the calculus of 4 hours course development per hour of classroom lecture as a good-faith estimate for the labor required to develop custom training materials.
- d. Fair Isaac will retain all rights to any Fair Isaac proprietary information conveyed to Client during custom training.
- e. To reduce negative-learning and instructor fatigue side affects of long protracted lectures, Client agrees to limit training sessions to a maximum of 6 hours per day and 90 minutes per session.

These Services specified herein are extensive and broad in scope, therefore the depth and the breadth to which each are covered will be dependent upon the budget for billable hours allocated in Section 7 below and the engagement schedule specified herein.

Upon completion of the foregoing designs, regular participation of Fair Isaac Principal and Senior consultants will cease. The involvement of Fair Isaac's business rule architect and rule service integration architect will revert to part-time oversight during the final 3 weeks of the engagement. The preliminary plan for the involvement of Fair Isaac personnel is outline in the Engagement Schedule below.

1.3 RACI Chart. The following is a list of project activities and roles using RACI methodology:

		Role			
		Rule Analyst	Rule Technical Architect	Rule Solution Architect	System Integration Architect
Activity	Architectural Consulting Guidance		Responsible	Responsible	Consulted
	Project Management, Rule Building, and Implementation Guidance	Consulted	Responsible	Responsible	
	Reporting Guidance		Responsible	Consulted	
	Guidance on Maximizing the Tool		Responsible	Consulted	Informed
Business Rule Analysis		Responsible	Consulted	Consulted	

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Guidance				
Business Rule Architecture Guidance		Responsible	Responsible	
Rule Service Integration Architecture Guidance		Consulted	Responsible	Consulted

#### 1.4 Engagement

The following represents the mutually agreed engagement schedule that Fair Isaac and Client will plan against for the start of this engagement. Changes in this engagement schedule are anticipated. Both Fair Isaac and Client agree to provide for mutually-agreed changes in this engagement schedule with 2 weeks advance notice and written (e-mail) documentation of the agreed change.

Consulting Service Role	Oct <sup>(1)</sup>	Nov <sup>(1)</sup>	Dec <sup>(1)</sup>	Jan	Feb	Mar	Apl	May	Total
Sr. Business Rule Architect	120	144	72	40	40	40	20	20	496
Business Rule Analyst	120	120	120	0	0	0	0	0	360
Business Rule Architect	40	120	120	40	40	40	20	20	440
Integration Architect	8								8
									1304
<b>Training Services</b>									
Blaze Advisor for Rule Analysts	**								
Blaze Advisor Fundamentals		****							
Blaze Advisor RMA Development				***					
Blaze Advisor Custom Training									

(1) Note: The hours in the table above designated for October, November, and December, along with the training for Blaze Advisor for Rule Analysts and Blaze Advisor Fundamentals have been provided under prior separate SOWs.

## 2. DELIVERABLES

The deliverables to be provided by Fair Isaac to Client under this SOW are as follows ("Deliverables"):

- Software Development Lifecycle document – a document containing an overview of the automatic migration and approval process for Blaze artifacts.
- Email document containing feedback on repository implementation as requested by Infosys.



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- c) Email document containing recommended best practices as it relates to Blaze Advisor SRL implementation.
- d) Email containing code snippets and documented assistance on advanced template implementation as requested by Client.
- e) Design and assist on Manager Approval Feature Presentation.
- g) Provide API code and RMA customization for approval process.
- h) Provide documentation on API coding and RMA customization.
- i) Email documentation or workshop materials containing feedback on current rules documentation to Infosys as requested via email and/or in the workshops.
- 9. Provide worksheets and sample implementation of requirements artifacts.
- 10. Feedback in the workflow associated with the Blaze Advisor SDLC using Presentation(s) and/or Visio diagrams.

All guidance and assistance above will be provided via email, presentation and/or diagram. There are no other Deliverables provided by Fair Isaac in this engagement.

## 2.1 Training Materials

Fair Isaac will provide 1 copy of the training materials per student attending each of the following standard courses. Note: there is a limit of 12 students per each course.

- a. Blaze Advisor for rule Analysts
- b. Blaze Advisor Fundamentals
- c. Blaze Advisor Rule Maintenance Application Development

Training Materials are Fair Isaac Intellectual Property and are copyrighted materials. Unless Fair Isaac agrees otherwise in writing, Client may not make additional copies of the training materials. Training manuals are considered "Fair Isaac Confidential and Proprietary" and may not be distributed through any channels external to Client's internal operations.

## 3. OUT OF SCOPE SERVICES

Any service not specifically itemized in Section 1 (Description of Services), are not within the scope of Services provided by Fair Isaac pursuant to this SOW.

## 4. ASSUMPTIONS AND CLIENT RESPONSIBILITIES

The following are Fair Isaac's assumptions and Client's responsibilities upon which Fair Isaac has relied in agreeing to perform the Services. Any deviation from these assumptions, or Client's failure to meet any of the responsibilities itemized below, may result in additional fees and expenses and/or changes to schedules or Deliverables:

### 4.1 Scope and Tool Assumptions

- a) The database platform has been defined as Mainframe OS390 and AIX (CEE application), Oracle 10g.

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- b) The ETL technology platform has been defined as Infomatica.
- c) The web application server platform has been defined as Websphere 5.1.2 or Weblogic.
- d) Hardware for the ETL database server has been defined as AIX and will be available to the team at the start of the project.
- e) The Client development environment will be available to the team at the start of development.
- f) The Client test/QA environment will be available to the team at the start of development.
- g) The Blaze Versioning System ("BVS") will be used for the Blaze Advisor rules repository on this project.
- h) The rules will be deployed on a Java platform.
- i) The rule services will be deployed on a Websphere, or Weblogic server infrastructure.
- j) The transaction transport protocol will be either MQ Series or JMS.
- k) Designs for logging and auditing of rules are included as a part of this project.
- l) The repository will be file-based.
- m) Any network infrastructure requirements for this solution will be the responsibility of Client. This includes additional network equipments, network bandwidths and setup services. Any additional hardware/software licenses as required will be at Client's cost.
- n) Client acknowledges that any custom code, including but not limited to java methods and custom providers created hereunder ("Custom Code") will be maintained by the Client, and is outside the standard Fair Isaac Support contract.
- o) The deployment environment must meet published system requirements and any additional requirements related to other required software products or project specific identified requirements established during the design/development phase of the engagement outlined by this SOW.
- p) Document reviews will be limited to a maximum of two (2) review cycles. Training materials are no subject to review.
- q) Fair Isaac staff is onsite in a capacity to augment Client's staff with competency in Fair Isaac's technologies and services. Fair Isaac staff will not offer advice, guidance, mentoring, provide assistance, or otherwise consult in disciplines not directly related Fair Isaac's technologies and services.
- r) In the course of its performance of Services under this SOW, Fair Isaac will only provide guidance, mentoring, and best practice consulting to Client employees (i.e. no other third party contractors with whom the Client has sub-contracted).
- s) No report definition, design and development, unless otherwise noted, are included in Fair Isaac's scope of work covered by this SOW.
- t) Any Rules Maintenance Application ("RMA") developed under this phase of the SOW will be a simple version. Any enhancements and customization will be performed pursuant to a separate SOW, as requested by the Client and mutually agreed upon by the parties.
- u) Client acknowledges that they will take all responsibility for Custom Code maintenance which includes but is not limited to RMA extensions, scripts and Java or other interface programs.

#### 4.2 Client responsibility

- a) There will be at least one Client business analyst fully dedicated to the project.

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- b) There is at least one Client data base analyst assigned for this project.
- c) There is at least one Client hardware and network administrator assigned for this project.
- d) Client is responsible for creating all documentation, unless otherwise specified in the deliverables section of this document. Fair Isaac will assist by answering questions and providing clarification when necessary.
- e) Client personnel with input from Fair Isaac team members will develop design documents not included in the deliverables section of this document.
- f) Client will provide decisions on issues identified by Fair Isaac as requiring resolution within two business days of submittal.
- g) Client will complete assigned action items and resolve issues and defects by the date required by Fair Isaac. Issues, defects, and action items that are not resolved by the date required will be escalated to the Client project board based on defined escalation procedures.
- h) Client will develop the system, integration, and user test plans.
- i) Client is required to provide unit testing data and expected results prior to commencement of Unit Testing of Blaze Advisor rules. This data must reasonably resemble the expected production data.
- j) Client will not hold Fair Isaac invoice payments, due to schedule delays as a result of Client delays in resolving problems identified as Client owned.
- k) Client's request for any change in Services must be in writing. This requirement pertains to all such requests including but not limited to requests for changes to scope, duration, and schedule. Fair Isaac will not be obligated to perform tasks described in Client's request until both of the parties agree in writing to the proposed change.
- l) Client will meet the responsibilities set forth in this section and will use all reasonable efforts to avoid delay.

#### 4.3 Client availability

- a) Client will make personnel sufficiently available to interact with the Fair Isaac consultant team members for the purposes of delivering the services under this SOW.
- b) Client project board/steering committee members will be available on a weekly basis to meet with Fair Isaac project leadership.
- c) Client's key users or business analysts will be available as needed to: authoritatively speak to the goals, scope and business requirements, answer key questions regarding supplied data; participate in joint application design ("JAD") sessions; and attend status meetings as requested by Fair Isaac. This availability is especially critical during the inception of the engagement described in this SOW.

#### 4.4 Working Conditions and Accommodations

- a) Client will make available to Fair Isaac, upon the commencement of services under this SOW, access to office accommodations (including personal workspace with local telephone extensions and broadband Internet access for Fair Isaac consultants using Fair Isaac laptop computers), facilities, equipment (including workstations for each Fair Isaac consultant), assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "Cooperation"). Client acknowledges that these are essential to performance of any Services, and that Fair Isaac will not be liable for any deficiency in performing the Services if the deficiency results from Client's failure to provide full Cooperation.



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- b) Client will provide a dedicated project team room or two dedicated meeting rooms for Fair Isaac's use for the duration of this engagement.
- c) Fair Isaac staff will design Blaze Advisor BRMS solutions using Fair Isaac laptops.
- d) Fair Isaac personnel will work remotely from Fair Isaac offices, and travel as necessary to ensure project success.
- e) While on site at Client's location, Fair Isaac's performance of Services will be during standard local business hours except on national holidays, bank holidays, Fair Isaac corporate holidays or other holidays as mutually agreed otherwise.

#### 5. RATES

In consideration for the discounted hourly rate set forth, below, Client agrees to provide Fair Isaac a minimum of two (2) weeks advance notice of termination for this engagement ("Required Advance Notice Period"). Should Client fail to provide the Required Advance Notice Period, Fair Isaac will invoice Client for unutilized Services up to the two (2) week Required Advance Notice period.

#### 6. NON-SOLICITATION

During the term of this SOW and for a period of twelve (12) months following the termination or expiration of this SOW, Client agrees not to solicit for employment any of Fair Isaac's personnel who Client learns of as a result of receiving the Services under this SOW without the prior written consent of Fair Isaac.

#### 7. FEES AND PAYMENT TERMS

Fair Isaac will provide the Services on a time and materials basis. Travel-related expenses are not included. Client agrees to pay all reasonable and actual travel-related fees and expenses and any other out-of-pocket expenses associated with the provision of Services in accordance with Section 8.2 (Expenses) of the Agreement. In the event that any flight segment is scheduled to be greater than eight continuous hours, Client agrees to pay for business class airfare for Fair Isaac consultants performing Services at Client's locations. The schedule of estimated hours and rates are as described below. The estimated number of hours set forth below is a non-binding estimate only, it being understood that Fair Isaac does not guarantee that it can complete the Services described in this SOW within such estimated number of hours. Fair Isaac will invoice for the Services and related expenses on a monthly basis as Services are performed and the expenses incurred, and Client will pay each invoice in accordance with the payment terms specified in the Agreement.

#### Estimated Fees:

Service Description	Product #	Estimated Hours/Units	Hourly/Unit Rate*	Price
Professional Services, as described in sections 1.2. A, 1 thru 7 above	280-OOCN-02	320 hours	US \$ [REDACTED]	[REDACTED]
Blaze Advisor RMA Development Training, as described in section Attachment A	280-OOTR-06	Onsite 12 Students maximum	US \$ [REDACTED]	\$ [REDACTED]
Custom Training as a Consulting Services, as described in section 1.2.B 4 above.	280-OOCN-02	150 hours	US \$ [REDACTED]	\$ [REDACTED]
Budget for 5 days of onsite training at 30 hours per day to develop and deliver				

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course materials				
Total				

The discounted hourly rate specified in the table above is subject to the Client performing its obligations as specified in Section 4 of this SOW. In the event that Client fails to perform its obligations, Fair Isaac's hourly rate under the Rate Card set forth in Section 4.4 of Exhibit B to the Agreement for professional services will apply for all Blaze Advisor Services performed under this Statement of Work. Fair Isaac offers Client this discount rate in consideration of certain specific circumstances that are unique to this engagement. This discount is a one-time offer for the first 320 hours of Blaze Advisor Professional Services and the first 150 hours of Blaze Advisor Custom Training associated with Client's initial Customer Engagement Engine project set forth in this SOW only. Hourly rates for additional hours and on future engagements will be in accordance with the rate set forth in Section 4.4 (Rate Card) of the Agreement.

#### 9. TERM AND TERMINATION

This SOW becomes effective when the Services are commenced hereunder and will continue until all Services have been performed or hours expended, hereunder. Either party may terminate this SOW for cause if the other party ceases doing business, or otherwise terminates its business operations, or if the other party materially breaches any material provision of this SOW or the Agreement and fails to cure such breach within thirty days of written notice describing the breach. In the event that the Services specified in this SOW are suspended for a period of ninety days or more, Fair Isaac may terminate this SOW for convenience with no further liability.

#### 10. SELECTION OF CONSULTANTS/PROJECT MANAGEMENT

Fair Isaac may use its employees and technology and/or third party consultants or technology to perform any or all of the Services. Third party consultants are under obligations of confidentiality. Fair Isaac reserves the right to provide services and deliverables from any Fair Isaac location including the Fair Isaac Global Delivery Centers.

In addition, Fair Isaac may provide the following resources to support this SOW on an as needed basis:

- One senior professional services management representative for problem escalation, project oversight and senior contact on a part time basis.
- Additional Fair Isaac support personnel as needed during the project, to be determined by Fair Isaac's management team.

#### 11. CLIENT SPECIAL REQUIREMENTS

Prior to the commencement of the Services, Client will notify Fair Isaac in writing if Client has any special policies or requirements regarding the following: 1) facility access or security; 2) Fair Isaac's access to Client's network and other software programs; and 3) assignment of Foreign Nationals to provide Services under an SOW. For purposes of this section, "Foreign Nationals" means any person residing in the United States who is not a United States citizen or who has not been granted permanent residency status.

#### 12. SCOPE MANAGEMENT

If Client or Fair Isaac should desire to recommend an addition, modification or change to the Services, the party desiring the addition, modification or change will submit a request for it in writing to the other

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party. The request will describe in reasonable detail the addition, modifications or change. Promptly following receipt of such request, Client and Fair Isaac will seek in good faith (not to exceed 5 business days) to reach agreement on the proposed change. If agreement is reached, the change will be reflected in a Change Order to this SOW signed by both parties, which will specify the modifications and the work called for, including but not limited to any changes to the scope, fees and schedule. Any terms and conditions included on the quote, purchase order, or other purchasing documentation have no effect and all services provided under such will be governed by the terms and conditions of the Agreement.


### 13. GENERAL

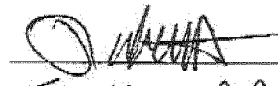
This SOW, together with the applicable provisions of the Agreement, constitutes the entire agreement of the parties with respect to the subject matter of this SOW and supersedes any prior oral or written proposals, representations, promises or agreements. This SOW is subject to the terms and conditions of the Agreement, but in the case of any conflict between the terms of this SOW and the terms of the Agreement, the terms of this SOW will control.

IN WITNESS WHEREOF, Fair Isaac and Client have caused this SOW to be signed in duplicate and delivered by their duly authorized representatives as of the date first set forth above.

#### FAIR ISAAC CORPORATION

#### CVS Pharmacy, Inc.

By:   
 Name: Aaron Jaeger  
 Title: Director  
Financial Planning & Analysis  
 Date Signed: 12/31/08

By:   
 Name: Jonathan C. Roberts  
 Title: SVP & CIO  
 Date Signed: 12/31/08

CVS  
Legal Approval KUF





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#### Attachment A to SOW

##### Blaze Advisor for Rule Analysts

This class provides students with an overall foundation needed for building a business rule application using Blaze Advisor™ business rule management system. Included within this class are sections devoted to rule writing, rule authoring, and rule testing for the analyst. Students will write rules, create easy-to-use test cases in the business rule authoring environment. And finally, the students will work on a case study and practice Rule Harvesting techniques acquired from this course.

**Audience:** This course is targeted at business analysts who are new to Business Rules principles. It may also be appropriate for experienced domain experts who are taking on a broader scope of work in business rules management and development. System Analysts, Managers, and project team members who work closely with the business also benefit from this course.

Enrollment limited to 12 Students

##### Topics covered:

- The Business Rules Concept
- Project Lifecycle, Roles and Responsibilities
- Rule Harvesting Process
- An Introduction to Blaze Advisor BRS
- Rule Writing with Decision Metaphors
- Rule Maintenance Applications
- Unit Testing for Analysts
- Rule verification for Analysts
- Schedule: This standardized course is 2 days in duration. The standard onsite schedule is Tuesday and Wednesday.
- Prerequisites: None
- Required Skills:
  - General understanding of Client business processes
  - General knowledge of business software development practices
  - Experience with business policies and practices
  - Subject-matter expertise in business application domain

##### Blaze Advisor Fundamentals

This class provides students with a solid foundation for developing their first Blaze Advisor™ system enabled application. Included within this class are sections devoted to rule writing, rule authoring, and rule deployment. Students will write rules within the Integrated Development Environment, create easy-to-use templates that allow non-technical business users to create new, or modify existing rules. And finally, the students will have an introductory lesson on deploying the rule project as a rule service.

**Audience:** Rule writers and developers responsible for creating and maintaining rule projects in the Builder IDE.

Enrollment: Limited to 12 Students

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Topics Covered:

- Blaze Advisor overview
- Business rule repository and repository best practices
- Business object model
- Rule Flow
- Rules and Rulesets
  - Introduction to rule writing
  - Advanced rule writing 1 -- quantified conditions
  - Advanced rule writing 11 -- patterns
  - Best practices
- Testing
  - BrUnit Test
  - Verification
- Decision metaphors
  - Decision table
  - Decision tree
  - Score model
- Rule engine modes
- Functions
- Debugging and performance tracking
- Introduction to rule maintenance application
- Management properties and queries and filters
- Introduction to Lifecycle Management
- XML and JDBC business object models
- Introduction to Advisor rule service deployment
- PMML Import

Schedule: This standardized course is 4 days in duration. The standard onsite-schedule is Tuesday thru Friday.

Prerequisites: None

Required Skills: Some Java programming background and familiarity with object oriented concepts is a must. Some Java programming background and familiarity with object oriented concepts is a must.

**Blaze Advisor RMA Development**

This course is designed to provide the skills required to develop advanced rules templates and to RMA for authoring and maintaining complex rules. The students will learn to use the built-in tools and Blaze Advisor API to develop a RMA application for complex rules.

Audience: Blaze Advisor developers

Enrollment Limit: 12 Students

Topics Covered:

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- Introduction to RMA
- Basic RMA concepts
- Value holders and value providers
- Rule templates
- Decision tables
- Decision tree
- Score model
- Management properties and queries
- Repository management
- Repository access management

**Schedule:** This standardized course is 3 days in duration. The standard onsite schedule is Tuesday thru Thursday.

**Prerequisites:** Blaze Fundamentals. Solid object-oriented programming background and ability to use Blaze Advisor Builder.

**Required Skills:** Knowledge of JSP, ASP.net or ASP is a plus



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## EXHIBIT E

### Fair Isaac Training Policy

The intent of this exhibit is to highlight a few additional training-related items that will help Fair Isaac serve you better. The policies set forth below are applicable to Fair Isaac's training services ("Training Services") for the Fair Isaac Product under the Order Form or other similar document ("Order Form") to which this Exhibit is attached.

1. **Training Sessions and Instructors.** (a) Fair Isaac will provide an instructor to conduct the training session(s) specified in the Order Form or subsequently agreed to. Schedules are subject to instructor availability (e.g., in case of an emergency training sessions may have to be rescheduled).  
  
(b) Training sessions are typically scheduled for full-day sessions which, for purposes of this agreement, means a total of approximately 8 hours of classroom instruction, breaks, and lunch, although some classes may be completed earlier or run slightly longer. Training sessions are limited to 12 students each.
2. **Schedules and Travel Expenses.** Once the Order Form has been fully signed you will be contacted by Fair Isaac's Product Education group to schedule training sessions. When firm training dates are agreed upon, we will allocate resources and make all necessary travel arrangements for our personnel, including airfare and lodging reservations. Travel and out-of-pocket expenses for Fair Isaac instructors (including, but not limited to transportation, meals, and lodging) are in addition to specified fees when Training Services are provided at a client location. Fair Isaac tries to minimize travel expenses by booking non-refundable airfare in advance and by following Fair Isaac's travel and expense policy, but Fair Isaac cannot book any travel until training schedules are finalized.
3. **Special Requirements.** If Fair Isaac's instructors will be traveling to Client's facilities, please let us know as soon as possible if Client has special security or other requirements that Fair Isaac needs to be aware of. Client will be responsible for any delays or additional expenses Fair Isaac incurs if Client does not provide this information in a timely manner.
4. **Fair Isaac's Requirements.** (a) For any Training Services to be provided outside a Fair Isaac facility, clients are responsible for the following:
  - (i) Client will provide a dedicated facility (room) for the entire duration of the training.
  - (ii) Client will provide a projector and electrical power for the instructor's laptop computer.
  - (iii) Client will provide computers for Client's personnel to use during the training. These computers must be suitably configured and capable of running the training version of the Fair Isaac Product, have the training version installed, and provide access for the instructor (and/or students) to install the exercises used during the training. Please note that Client must make sure that all unlicensed versions of the Fair Isaac Product are uninstalled promptly following completion of the training.

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(iv) Client will provide Fair Isaac's personnel with safe and reasonable access, working space and facilities, including heat, light, ventilation, electric current and outlets, and local telephone extensions.

(b) For all training, Client will provide access to personnel, network(s), and system(s) as necessary to allow Fair Isaac to perform the Training Services. Client's timely provision of access to resources and information is essential to the performance of Fair Isaac's Training Services, and Client will be responsible for any additional costs Fair Isaac incurs as a result of Client's failure to provide reasonable access or other reasonable cooperation.

5. **Changes.** Client must submit any request for a change in the Training Services, including but not limited to a change in training scope, specifications, location, number of sessions, number of participants, or schedule, to Fair Isaac in writing. Any additional or non-standard requests outside the scope of the Training Services described in the Order form may require additional charges, and may result in delays in the training schedule. Fair Isaac will notify Client in advance if additional charges or schedule changes will apply. No proposed or requested change will become effective until both parties agree in writing. In any event, Client agrees to reimburse Fair Isaac for non-refundable travel expenses or change fees incurred as a result of any changes Client requests.

6. **Cancellation Fees.** Client may cancel a scheduled training session at any time by giving Fair Isaac written notice. However, Client will be responsible for the following fees and expenses:

If Fair Isaac receives Client's Notice:	Client will be responsible for:	Expenses
	<b>Cancellation Fee*</b>	
At least 2 weeks before the scheduled start of a training session	None	Any non-refundable travel expenses Fair Isaac has incurred.
Less than 2 weeks before the scheduled start of a training session, but in time to stop instructor from traveling (if instructor travel is involved)	50% of fees for canceled training session(s)	Any non-refundable travel expenses Fair Isaac has incurred
Less than 2 weeks, but at least the day before the scheduled start of a training session at a Fair Isaac location or on the web.	50% of fees for canceled training session(s).	N/A
Any later time	100% of fees for canceled training session(s)	Any non-refundable travel expenses Fair Isaac has incurred

\* Cancellation fees will be charged in addition to the fee for each completed training session.

7. **Invoices.** Fees for Training Services and cancellation fees, as well as related travel expenses, will generally be invoiced upon completion of the training session or sessions, although if provided in the SLSA invoicing may be monthly or Training Services may be paid for in advance. If applicable, pre-paid training classes must be taken (or applied to another training class) within 1 year from the date of the SLSA or they will expire.

8. **Training Materials and Videotaping.** Fair Isaac will provide 1 copy of the training materials per student. Fair Isaac retains ownership of all training materials, which Client agrees to treat as Fair Isaac's property. Client agrees to maintain the training materials and other information disclosed in connection with the Training Services as Fair Isaac's Confidential Information and not use or disclose them except within Client's organization as needed to make use of the Fair Isaac Product within the scope of the license granted in the Order Form. Unless Fair Isaac agrees

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otherwise in writing, Client may not make additional copies of the training materials. Fair Isaac does not permit videotaping or other recording of the training sessions.

9. **WARRANTY. THE TRAINING SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. FAIR ISAAC MAKES NO REPRESENTATION AS TO THE TRAINING SERVICES OR THE TRAINING MATERIALS OR THEIR CONFORMITY TO ANY SPECIFICATIONS AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
10. Please note that Fair Isaac cannot confirm Training Services schedules, begin any training-related work, or make travel arrangements until the Order Form has been fully signed. For domestic U.S. training, Fair Isaac needs to have the Order Form signed and returned to us and training confirmed at least 2 weeks before the start of the first training session. For training to be provided outside the U.S., Fair Isaac needs to have the Order Form signed and returned to us at and training confirmed least 3 weeks before the start of the first training session.
11. If you have questions regarding training, please contact the Product Education Coordinator at [ProductEducation@fairisaac.com](mailto:ProductEducation@fairisaac.com), or 858-369-8630.